

Drainage Facility Maintenance Covenant

We, the owners and contract purchasers of the lands herein **platted** (Grantor), agree that the obligations of Grantor shall inure to the benefit of and be binding upon the heirs, successors, and assigns. Grantor agrees that this covenant touches and concerns the land described herein and shall run with the land.

Grantor by execution of this covenant acknowledges that the benefits of this covenant inure to Grantor, downstream property owners, and the general public, and that Snohomish County (County) as third-party beneficiary of this covenant has the right, but not the obligation, to enforce this covenant on behalf of downstream property owners and the general public. County requires this covenant to protect private and public property, private and public drainage infrastructure, and natural resources of downstream property owners and the general public.

Grantor, in consideration of the approval of this **subdivision**, hereby covenants to perform regular maintenance upon the drainage facilities installed, or to be installed, upon Grantor's property. Regular maintenance shall include, at a minimum, annual inspection of the stormwater drainage system. As applicable, the system shall include the stormwater conveyance system pipes, ditches, swales, and catch basins; stormwater flow regulation system detention ponds, vaults, pipes, retention ponds, flow regulation and control structures; infiltration systems and water quality control system.

The scope of this covenant and right of entry shall be adequate to provide for the access, inspection, and maintenance of the stormwater drainage system, and shall be subject to the following terms and conditions:

1. County shall have the perpetual right of entry across adjacent lands of the Grantor for purposes of inspecting, auditing, or conducting required maintenance of the drainage facility.

2. If County inspection determines that maintenance is not being performed, County shall endeavor to provide Grantor reasonable advance notification of the need to perform the maintenance and a reasonable opportunity for Grantor to perform it. In the event that Grantor fails to complete the required maintenance within a reasonable time period, County

shall have the right to perform or contract with others to perform it at the sole expense of the Grantor. If County in its sole discretion determines that an imminent or present danger exists, required maintenance and/or repair may begin immediately at Grantor's expense without prior notice to Grantor. In such event, County shall provide Grantor with a written statement and accounting of all work performed and the fees, charges, and expenses incurred in making such repairs. Grantor shall agree to reimburse County or pay County's vendors directly for all reasonable fees, charges, and expenses identified in County's statement.

3. If County is required to act as a result of Grantor's failure to comply with this covenant, County may remove any obstructions and/or interferences that in the sole opinion of County impair the operation of the drainage facility or the maintenance thereof. Grantor agrees to hold County, its officers, employees, and agents harmless from any and all claims, actions, suits, liability, loss, expenses, damages and judgments of any nature whatsoever, including costs and attorney's fees, incurred by the removal of vegetation or physical interference from the drainage facility.

4. When exercising the maintenance provisions of the covenant, in the event of nonpayment, County may bring suit to recover such costs, including attorney's fees, and upon obtaining a judgment, such amount shall become a lien against the property of Grantor as provided in RCW 4.56.190.

5. Grantor covenants that all of the owners, contract purchasers and lien holders of the property described herein have signed the dedication and/or declaration of this **subdivision**, that they have the right to grant this covenant on the property, and that the title to the property is free and clear of any encumbrances which would interfere with the ability to grant this covenant.